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**FILED**

**DEC 20 2012**

**STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES**

**STATE BAR COURT**

**HEARING DEPARTMENT - LOS ANGELES**

In the Matter of:

CHANCE EDWARD GORDON,  
No. 198512,

A Member of the State Bar

) Case Nos. 12-O-14013  
) 12-O-14058  
) 12-O-14793  
) 12-O-15084  
) 12-O-15403  
) 12-O-15433  
) 12-O-15516  
) 12-O-15734  
) 12-O-15826  
) 12-O-15947  
) 12-O-16102  
) 12-O-16234  
) 12-O-16512  
) 12-O-16537

**NOTICE OF DISCIPLINARY CHARGES**

**NOTICE - FAILURE TO RESPOND!**

**IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE  
WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT  
THE STATE BAR COURT TRIAL:**

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU  
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER  
IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY  
MOTION AND THE DEFAULT IS SET ASIDE, AND;**



1 (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.  
2 SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE  
3 OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN  
4 ORDER RECOMMENDING YOUR DISBARMENT WITHOUT  
5 FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,  
6 RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

7 The State Bar of California alleges:

8 **JURISDICTION**

9 1. Respondent Chance Edward Gordon was admitted to the practice of law in the  
10 State of California on December 7, 1998, was a member at all times pertinent to these charges,  
11 and is currently a member of the State Bar of California.

12 **COUNT ONE**

13 **Case No. 12-O-14013**  
14 **Business and Professions Code section 6106.3**  
15 **[Collection of Advanced Fees for Loan Modification Services]**

16 2. Respondent wilfully violated Business and Professions Code section 6106.3, by  
17 collecting an advanced fee to perform mortgage loan modification services on behalf of a client,  
18 in violation of Civil Code section 2944.7, as follows:

19 3. In January 2010, Charles and Patricia Weaver hired Respondent for residential  
20 mortgage loan modification services. The Weavers paid Respondent \$2,500 in advanced legal  
21 fees for loan modification services at the time they hired him.

22 4. In February 2010, the Weavers paid Respondent an additional \$2,500 in  
23 advanced legal fees for Respondent's home loan modification program.

24 5. Respondent was unsuccessful in obtaining a loan modification acceptable to the  
25 Weavers.

26 6. By collecting an advanced fee to perform mortgage loan modification services  
27 on behalf of the Weavers in violation of Civil Code section 2944.7, Respondent willfully  
28 violated Business and Professions Code section 6106.3.

**COUNT TWO**

**Case No. 12-O-14013  
Rule of Professional Conduct 3-110(A)  
[Failure to Perform with Competence]**

7. Respondent wilfully violated Rule of Professional Conduct 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

8. The State Bar incorporates the allegations in Count One as though fully set forth at length.

9. After Respondent was unsuccessful in obtaining an acceptable loan modification for the Weavers, a member of Respondent's staff told the Weavers that the next option was to file a lawsuit against their lender.

10. On October 14, 2010, the Weavers executed an attorney-client agreement with Respondent to file a lawsuit on their behalf.

11. Pursuant to the attorney client agreement with Respondent, the Weavers agreed to pay Respondent \$10,000 in advanced attorney's fees for the lawsuit.

12. On October 25, 2010, Respondent filed a lawsuit in the United States District Court for the Eastern District of California entitled *Bashaw v. Bank of New York Mellon Corporation, et al*, case no. 2:10-cv-02869-KJM-DAD (the "*Bashaw* action") naming the Weavers as plaintiffs, among many other unrelated individuals. The *Bashaw* action did not include specific facts about the Weavers or the Weavers' lender.

13. The Weavers paid Respondent \$10,000 in advanced attorney fees in installment payments from October 2010 through January 2011 for the *Bashaw* action.

14. After the final payment was received by Respondent, Respondent stopped communicating with the Weavers about the *Bashaw* action. The Weavers had no further communication with Respondent or his office staff about the *Bashaw* action.

15. On January 18, 2011, one of the defendants in the *Bashaw* action, Bank of New York, filed a motion to dismiss the matter and served the motion on Respondent.

1           16.     The Weavers and the other plaintiffs were required by Eastern District of  
2 California Local Rule 230(c) to file and serve an opposition or statement of non-opposition at  
3 least fourteen days preceding the hearing date of April 6, 2011 on Bank of New York's motion  
4 to dismiss.

5           17.     Despite his receipt of the motion to dismiss, Respondent failed to file any  
6 opposition to the motion to dismiss at least fourteen days before April 6, 2011.

7           18.     On March 31, 2011, the District Court issued an order requiring the plaintiffs to  
8 file and serve an opposition or statement of non-opposition and to show cause why sanctions  
9 should not be imposed against them and Respondent for failure to comply with Local Rule  
10 230(c). Respondent received the March 31, 2011 order.

11           19.     On April 15, 2011, Respondent filed a late opposition to the motion to dismiss in  
12 the *Bashaw* action.

13           20.     On July 19, 2011, the District Court dismissed the *Bashaw* action with leave to  
14 amend. Pursuant to the July 19, 2011 dismissal order, Respondent had 21 days to file an  
15 amended complaint.

16           21.     Respondent received the dismissal order.

17           22.     Despite his receipt of the dismissal order, Respondent took no further action on  
18 behalf of the Weavers in the *Bashaw* action and filed no amended complaint in the *Bashaw*  
19 action.

20           23.     Respondent never notified the Weavers that the *Bashaw* action was dismissed.

21           24.     On September 28, 2011, the court issued an order to show cause why the *Bashaw*  
22 action should not be dismissed for failure to prosecute. Respondent received the September 28,  
23 2011 order to show cause. Pursuant to the September 28, 2011 order to show cause,  
24 Respondent was ordered to file a response to the order to show cause within 14 days of entry of  
25 the order.

26           25.     Despite his receipt of the September 28, 2011 order to show cause, Respondent  
27 filed no response and took no further steps in the *Bashaw* action.

26. On October 25, 2011, the *Bashaw* action was dismissed for failure to prosecute.

27. By filing the *Bashaw* action on behalf of the Weavers and several unrelated individuals, and failing to file a separate action on behalf of the Weavers, failing to comply with Local Rules in the *Bashaw* action, failing to file a second amended complaint, failing to notify the Weavers that the *Bashaw* action had been dismissed, and failing to take any steps to reinstate the *Bayschw* action after it was dismissed for lack of prosecution, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence.

**COUNT THREE**

**Case No. 12-O-14058**  
**Rule of Professional Conduct 1-300(B)**  
**[Unauthorized Practice of Law in Another Jurisdiction]**

28. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

29. In February 2011, Wha W. Park hired Respondent for residential mortgage loan modification services.

30. From February 28, 2011 through April 1, 2011, Park paid Respondent \$3,000 in advanced attorney fees for the residential mortgage loan modification services.

31. Park is a resident of the state of Washington and his primary residence is located in Washington. His primary residence was the subject of the residential mortgage loan modification for which he hired Respondent.

32. Respondent is not licensed to practice law in the state of Washington.  
Respondent has never been licensed to practice in the state of Washington.

33. Pursuant to Revised Code of Washington (RCW) 2.48.170, only active members of the State Bar of Washington may practice law in that state, except that out of state lawyers may appear *pro hac vice* in Washington State Courts if duly admitted for that purpose. That exception does not apply to any activity of Respondent at issue herein.

34. Respondent performed loan modification services for Park for a property located in the state of Washington.

35. Respondent represented to Park that the loan modification services he was offering would be performed by licensed attorneys.

36. No attorneys licensed in the state of Washington provided loan modification services to Park.

37. Respondent collected attorney fees for providing residential mortgage loan modification services to Park.

38. By performing residential mortgage loan modifications services for Park, and representing to Park that the loan modification services would be performed by licensed attorneys, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

**COUNT FOUR**

**Case No. 12-O-14058**  
**Rule of Professional Conduct 4-200(A)**  
**[Illegal Fee]**

39. Respondent wilfully violated Rule of Professional Conduct 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

40. The State Bar incorporates the allegations in Count Three as though fully set forth at length.

41. Respondent was not authorized to charge or collect legal fees for the loan modification work he performed for Park in Washington.

42. By charging and collecting an illegal fee from Park, Respondent entered into an agreement for, charged, or collected an illegal fee.

**COUNT FIVE**

**Case No. 12-O-14793**

**Business and Professions Code section 6106.3**

**[Collection of Advanced Fees for Loan Modification Services]**

43. Respondent wilfully violated Business and Professions Code section 6106.3, by collecting an advanced fee to perform mortgage loan modification services on behalf of a client, in violation of Civil Code section 2944.7, as follows:

44. On May 11, 2011, Arlette Wesolowski hired Respondent to perform residential mortgage loan modification services.

45. Wesolowski paid Respondent \$3,000 in advanced attorney fees for loan modification services in three installments.

46. Respondent was unsuccessful in obtaining a loan modification acceptable to Wesolowski.

47. By collecting an advanced fee to perform mortgage loan modification services on behalf of Wesolowski in violation of Civil Code section 2944.7, Respondent willfully violated Business and Professions Code section 6106.3.

**COUNT SIX**

**Case No. 12-O-15084**

**Business and Professions Code section 6106.3**

**[Collection of Advanced Fees for Loan Modification Services]**

48. Respondent wilfully violated Business and Professions Code section 6106.3, by collecting an advanced fee to perform mortgage loan modification services on behalf of a client, in violation of Civil Code section 2944.7, as follows:

49. On October 3, 2011, Natasha Nguyen hired Respondent for loan modification services.

50. Nguyen paid Respondent \$5,000 in advanced attorney fees for loan modification services.

51. Respondent was unsuccessful in obtaining a loan modification acceptable to Nguyen.

52. By collecting an advanced fee to perform mortgage loan modification services on behalf of Nguyen in violation of Civil Code section 2944.7, Respondent willfully violated Business and Professions Code section 6106.3.

**COUNT SEVEN**

**Case No. 12-O-15403**  
**Business and Professions Code section 6106.3**  
**[Collection of Advanced Fees for Loan Modification Services]**

53. Respondent wilfully violated Business and Professions Code section 6106.3, by collecting an advanced fee to perform mortgage loan modification services on behalf of a client, in violation of Civil Code section 2944.7, as follows:

54. In June 2010, William R. James hired Respondent for residential mortgage loan modification services.

55. James paid Respondent \$4,000 in advanced attorney fees for loan modification services.

56. Respondent was unsuccessful in obtaining a loan modification acceptable to James.

57. By collecting an advanced fee to perform mortgage loan modification services on behalf of James in violation of Civil Code section 2944.7, Respondent willfully violated Business and Professions Code section 6106.3.

**COUNT EIGHT**

**Case No. 12-O-15433**  
**Business and Professions Code section 6106.3**  
**[Collection of Advanced Fees for Loan Modification Services]**

58. Respondent wilfully violated Business and Professions Code section 6106.3, by collecting an advanced fee to perform mortgage loan modification services on behalf of a client, in violation of Civil Code section 2944.7, as follows:

59. On May 4, 2011, Christopher and Cristina McNevin hired Respondent for residential mortgage loan modification services.



60. The McNevins paid Respondent a total of \$4,500 in advanced attorney fees for loan modification services.

61. Respondent was unsuccessful in obtaining a loan modification acceptable to the McNeVins.

62. By collecting an advanced fee to perform mortgage loan modification services on behalf of the McNevins in violation of Civil Code section 2944.7, Respondent willfully violated Business and Professions Code section 6106.3.

**COUNT NINE**

**Case Nos. 12-O-15516 and 12-O-15734**  
**Business and Professions Code section 6106**  
**[Moral Turpitude]**

63. Respondent wilfully violated Business and Professions Code section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

64. Since about March 2009, Respondent has operated a nationwide mortgage loan modification business with non-attorney partner Abraham Pessar.

65. Respondent operated a classic common enterprise with Pessar, commingling finances, using common facilities, sharing employees, sharing physical resources, and acting with a common, singular purpose to unlawfully obtain advance fees from clients for loan modification services.

66. Respondent used the names Resource Legal Group, Resource Law Group, National Legal Source, and the Gordon Law Firm, among others, interchangeably for his loan modification operation.

67. Respondent represented to potential clients that the loan modification services he was offering nationwide would be performed by licensed attorneys.

68. Respondent is only admitted to practice law in the state of California.

69. Respondent did not employ attorneys licensed in other jurisdictions to perform loan modification services for clients in those jurisdictions.

1           70.     During the time period from January 30, 2010 to April 30, 2012, Respondent and  
2 his non-attorney partner Pessar collected approximately \$9.7 million in advanced attorney fees  
3 from loan modification clients and deposited such payments into bank accounts belonging to  
4 Respondent.

5           71.     During this same time period, Respondent transferred approximately \$5.2  
6 million from his bank accounts to bank accounts belonging to Pessar.

7           72.     Respondent engaged in deceptive practices in violation of Sections 1031 and  
8 1036 of the Consumer Financial Protection Act of 2010 ("CFPA"), 12 U.S.C. sections 5531,  
9 5536, and violating numerous provisions of the Mortgage Assistance Relief Services Rule  
10 (MARS Rule), 16 C.F.R. Part 322, recodified as 12 C.F.R. Part 1015.

11          73.     Respondent solicited homeowners via mailers, phone calls, and websites, falsely  
12 promising to secure substantial relief from unaffordable mortgage payments and threats of  
13 foreclosure and falsely claiming affiliation with government entities and programs designed to  
14 help distressed homeowners.

15          74.     Respondent promised potential clients his mortgage assistance relief services in  
16 exchange for an advance fee – a fee unlawfully charged to a consumer before loan modification  
17 efforts had borne fruit – ranging from \$2,500 to \$4,500.

18          75.     Respondent solicited clients through mailers, phone calls, and websites and  
19 employed a team of high pressure sales representatives to pitch loan modification services to  
20 potential clients, who paid up front fees based on Respondent's promise to help them secure a  
21 loan modification.

22          76.     Respondent also solicited clients through various websites containing different  
23 names that Respondent used in the operation of the loan modification business.

24          77.     Respondent failed to identify himself as the State Bar member responsible for the  
25 communication or solicitation on several of his websites.

1           78.     Respondent used testimonials on his websites interchangeably. Four of his  
2 websites, each purportedly a different company, published identical testimonials from the same  
3 individual, "Anthony Gonzales."

4           79.     Respondent paid his sales representatives based on a commission structure and  
5 bonus incentives that led to aggressive telemarketing.

6           80.     Under the commission structure, a sales representative who sold Respondent's  
7 loan modification services at \$0 to \$999 would receive 10 percent commission, but a sales  
8 representative who sold the services for at least \$3,000 could receive up to 30 percent  
9 commission.

10          81.     Respondent also employed other sales incentives to push his sales representatives  
11 to sell more loan modification services.

12          82.     The sales representatives employed by Respondent in his loan modification  
13 operation told potential clients they were paying a fixed price for the loan modification and  
14 forensic audit services.

15          83.     Respondent engaged in further deceptive practices regarding the loan  
16 modification operation by periodically changing the operation's names and contact information  
17 to avoid scrutiny or detection by the Better Business Bureau, and instructed his sales  
18 representatives to use these different names in dealing with the public.

19          84.     By engaging in his nationwide loan modification operation with non-attorney  
20 Pessar, by falsely representing to potential clients that the loan modification services would be  
21 performed by licensed attorneys, by engaging in an aggressive sales and marketing scheme of  
22 loan modification services for the purpose of collecting illegal advanced attorney fees and  
23 exploiting vulnerable, desperate homeowners for personal gain, Respondent willfully  
24 committed acts involving moral turpitude, dishonesty, or corruption.

**COUNT TEN**

**Case No. 12-O-15516**

**Rule of Professional Conduct 1-310**

**[Forming a Partnership with a Non-Lawyer]**

85. Respondent wilfully violated Rule of Professional Conduct 1-310, by forming a partnership with a person who is not a lawyer where at least one of the activities of that partnership consisted of the practice of law, as follows:

86. The State Bar incorporates the allegations in Count Nine as though fully set forth at length.

87. By operating a classic common enterprise with non-attorney Pessar, commingling finances, using common facilities, sharing employees, sharing physical resources, and acting with a common, singular purpose to unlawfully obtain advanced attorney fees from clients for loan modification services, Respondent formed a partnership with a person who is not a lawyer where at least one of the activities of that partnership consisted of the practice of law.

**COUNT ELEVEN**

**Case No. 12-O-15516**

**Rule of Professional Conduct 1-320(A)**

**[Sharing Legal Fees with a Non-Lawyer]**

88. Respondent wilfully violated Rule of Professional Conduct 1-320(A), by sharing legal fees with a person who is not a lawyer, as follows:

89. The State Bar incorporates the allegations in Count Nine as though fully set forth at length.

90. By sharing advanced attorney fees from clients for loan modifications with Pessar, Respondent shared legal fees with a person who is not a lawyer.

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**COUNT TWELVE**

**Case No. 12-O-15516**  
**Rule of Professional Conduct 1-320(A)**  
**[Sharing Legal Fees with a Non-Lawyer]**

91. Respondent wilfully violated Rule of Professional Conduct 1-320(A), by sharing legal fees with a person who is not a lawyer, as follows:

92. The State Bar incorporates the allegations in Count Nine as though fully set forth at length.

93. By paying sales representatives commissions based on the cost of the advanced attorney fees collected from clients for loan modifications, Respondent shared legal fees with persons who are not lawyers.

**COUNT THIRTEEN**

**Case No. 12-O-15516**  
**Rule of Professional Conduct 1-400(D)(2)**  
**[False Advertising]**

94. Respondent wilfully violated Rule of Professional Conduct 1-400(D)(2), by sending a communication or solicitation that contains matter which is false, deceptive, or which tends to confuse, deceive, or mislead the public, as follows:

95. The State Bar incorporates the allegations in Count Nine as though fully set forth at length.

96. By operating numerous websites with different business names, using the same client testimonial interchangeably on different websites, and failing to identify himself as the State Bar member responsible for the communication or solicitation on several websites, Respondent sent a communication or solicitation which contains matter which is false, deceptive, or which tends to confuse, deceive, or mislead the public.

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**COUNT FOURTEEN**

**Case No. 12-O-15734**

**Business and Professions Code section 6068(a)**

**[Failure to Comply with Laws]**

97. Respondent wilfully violated Business and Professions Code section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

98. The State Bar incorporates the allegations in Count Nine as though fully set forth at length.

99. **Federal MARS Rule Violations.** On or about November 24, 2009, the Federal Trade Commission (FTC) announced "Operation Stolen Hope," a joint effort by the FTC, Department of Justice, and various state Attorneys General to stop mortgage foreclosure rescue and loan modification scams. The FTC detailed 118 legal actions by 26 federal and state agencies, including six new lawsuits filed by the FTC. Shortly thereafter, the FTC began rulemaking proceedings designed to stop the most egregious false and deceptive practices of the foreclosure rescue and loan modification industry.

100. On or about November 19, 2010, the FTC announced its final Mortgage Assistance Relief Services (MARS) Rule, which prohibits collecting any fees until the company has provided consumers with a written modification offer from the consumer's lender or servicer that the consumer decides is acceptable, and provided the consumer with a written document describing the key changes to the mortgage. That part of the MARS Rule was effective December 29, 2010.

101. The MARS Rule also required certain disclosures and prohibited certain false or misleading claims. Those parts of the rule became effective January 31, 2011.

102. Licensed attorneys are generally exempted from the rule, provided in part that the attorney is licensed in the state where the consumer or the consumer's dwelling is located.

103. The MARS Rule applies to Respondent's loan modification operation, that claims to help consumers do a residential mortgage loan modification on their own by conducting a forensic audit or other review of the consumers' loan documents.

104. Respondent failed to comply with the MARS Rule, by collecting advanced fees for residential mortgage loan modification services to out-of-state clients prior to providing the clients with a written modification offer from the clients' lenders that the clients decided were acceptable.

105. By accepting advanced attorney fees for residential mortgage loan modification services in violation of Business and Professions Code section 6106.3 and the federal MARS Rule, Respondent failed to support the Constitution and laws of the United States and of this state.

**COUNT FIFTEEN**

**Case No. 12-O-15826**  
**Rule of Professional Conduct 1-300(B)**  
**[Unauthorized Practice of Law in Another Jurisdiction]**

106. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

107. On March 19, 2012, Eduardo Senga hired Respondent for loan modification services and executed a payment plan for a total of \$3,000 in advanced attorney fees.

108. Senga is a resident of the state of Virginia and his primary residence is located in Virginia. His primary residence was the subject of the residential mortgage loan modification for which he hired Respondent.

109. On April 3, 2012, Respondent collected \$1,000 in advanced attorney fees from Senga.

110. Pursuant to the laws of the state of Virginia, only attorneys licensed in Virginia may practice law in that state.

111. Respondent is not, and never has been, licensed to practice law in the state of Virginia.

112. Loan modification services constitute the practice of law in the state of Virginia.

1           113. Respondent violated Virginia law by providing a legal analysis of Senga's  
2 residential mortgage loan and providing loan modification services to Senga.

3           114. By providing loan modification services to Senga, a Virginia resident, involving  
4 loan modification services for a Virginia property, Respondent practiced law in a jurisdiction  
5 where practicing is in violation of the regulations of the profession in that jurisdiction.

6                                   **COUNT SIXTEEN**

7                                   **Case No. 12-O-15826**  
8                                   **Rule of Professional Conduct 4-200(A)**  
                                     **[Illegal Fee]**

9           115. Respondent wilfully violated Rule of Professional Conduct 4-200(A), by  
10 entering into an agreement for, charging, or collecting an illegal fee, as follows:

11           116. The State Bar incorporates the allegations in Count Fifteen as though fully set  
12 forth at length.

13           117. Respondent was not authorized to charge or collect legal fees for the loan  
14 modification work he performed for Senga in Virginia.

15           118. By charging and collecting an illegal fee from Senga, Respondent entered into an  
16 agreement for, charged, or collected an illegal fee.

17                                   **COUNT SEVENTEEN**

18                                   **Case No. 12-O-15947**  
19                                   **Rule of Professional Conduct 1-300(B)**  
                                     **[Unauthorized Practice of Law in Another Jurisdiction]**

20           119. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by  
21 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
22 profession in that jurisdiction, as follows:

23           120. On June 24, 2010, Johanna and Christopher Snyder hired Respondent for  
24 residential mortgage loan modification services.

25           121. The Snyders paid Respondent a total of \$3,500 in advanced attorney fees for the  
26 loan modification services.



1           122. At the time the Snyders hired Respondent they were residents of the state of  
2 Wyoming and their primary residence was located in Wyoming. Their primary residence was  
3 the subject of the loan modification for which they hired Respondent.

4           123. Pursuant to the laws of the state of Wyoming, only attorneys licensed in  
5 Wyoming may practice law in that state.

6           124. Loan modification services constitute the practice of law in the state of  
7 Wyoming.

8           125. Respondent is not, and never has been, licensed to practice law in the state of  
9 Wyoming.

10          126. Respondent violated Wyoming law by providing a legal analysis of the Snyders'  
11 mortgage loans and providing loan modification services to the Snyders.

12          127. By representing the Snyders, who were Wyoming residents, and providing loan  
13 modification services for a Wyoming property, Respondent practiced law in a jurisdiction  
14 where practicing is in violation of the regulations of the profession in that jurisdiction.

15                                   **COUNT EIGHTEEN**

16                                   **Case No. 12-O-15947**  
17                                   **Rule of Professional Conduct 4-200(A)**  
                                     **[Illegal Fee]**

18          128. Respondent wilfully violated Rule of Professional Conduct 4-200(A), by  
19 entering into an agreement for, charging, or collecting an illegal fee, as follows:

20          129. The State Bar incorporates the allegations in Count Seventeen as though fully set  
21 forth at length.

22          130. Respondent was not authorized to charge or collect legal fees for the loan  
23 modification work he performed for the Snyders in Wyoming

24          131. By charging and collecting an illegal fee from the Snyders, Respondent entered  
25 into an agreement for, charged, or collected an illegal fee.

1 **COUNT NINETEEN**

2 **Case No. 12-O-16102**  
3 **Rule of Professional Conduct 1-300(B)**  
4 **[Unauthorized Practice of Law in Another Jurisdiction]**

5 132. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by  
6 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
7 profession in that jurisdiction, as follows:

8 133. On March 5, 2010, Keshave Sattaur hired Respondent for residential mortgage  
9 loan modification services.

10 134. Sattaur paid Respondent \$2,500 in advanced attorney fees for loan modification  
11 services.

12 135. Sattaur is a resident of New York and his residence, which is the property for  
13 which Sattaur sought loan modification services, is located in New York.

14 136. Pursuant to the laws of the state of New York, only attorneys licensed in New  
15 York may practice law in that state.

16 137. Loan modification services constitute the practice of law in the state of New  
17 York.

18 138. Respondent is not, and never has been, licensed to practice law in the state of  
19 New York.

20 139. Respondent violated New York law by providing legal analysis of Sattaur's  
21 mortgage loan and providing loan modification services to Sattaur.

22 140. By representing Sattaur, who is a resident of New York, and providing loan  
23 modification services for a New York property, Respondent practiced law in a jurisdiction  
24 where practicing is in violation of the regulations of the profession in that jurisdiction.  
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**COUNT TWENTY**

**Case No. 12-O-16102  
Rule of Professional Conduct 4-200(A)  
[Illegal Fee]**

141. Respondent wilfully violated Rule of Professional Conduct 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

142. The State Bar incorporates the allegations in Count Nineteen as though fully set forth at length.

143. Respondent was not authorized to charge or collect legal fees for the loan modification work he performed for Sattaur in New York.

144. By charging and collecting an illegal fee from Sattaur, Respondent entered into an agreement for, charged, or collected an illegal fee.

**COUNT TWENTY ONE**

**Case No. 12-O-16234  
Rule of Professional Conduct 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction]**

145. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

146. Pursuant to the laws of the state of New Jersey, only attorneys licensed in New Jersey may practice law in that state.

147. Loan modification services constitute the practice of law in the state of New Jersey.

148. Respondent is not, and never has been, licensed to practice law in the state of New Jersey.

149. Respondent violated New Jersey law by offering to provide loan modification services to at least one New Jersey resident for a property located in New Jersey.

1           150. By offering to provide residential mortgage loan modification services to at least  
2 one New Jersey homeowner, Respondent practiced law in a jurisdiction where practicing is in  
3 violation of the regulations of the profession in that jurisdiction.

4                                   **COUNT TWENTY TWO**

5                                   **Case No. 12-O-16512**  
6                                   **Business and Professions Code section 6106.3**  
7                                   **[Collection of Advanced Fees for Loan Modification Services]**

8           151. Respondent wilfully violated Business and Professions Code section 6106.3, by  
9 collecting an advanced fee to perform mortgage loan modification services on behalf of a client,  
10 in violation of Civil Code section 2944.7, as follows:

11           152. On February 27, 2012, Judy Marino hired Respondent for residential mortgage  
12 loan modification services on her property located in Lodi, California.

13           153. Marino paid Respondent \$3,000 in advanced attorney fees for loan modification  
14 services.

15           154. Respondent was unsuccessful in obtaining a loan modification acceptable to the  
16 Marino.

17           155. By collecting an advanced fee to perform mortgage loan modification services  
18 on behalf of Marino in violation of Civil Code section 2944.7, Respondent willfully violated  
19 Business and Professions Code section 6106.3.

20                                   **COUNT TWENTY THREE**

21                                   **Case No. 12-O-16537**  
22                                   **Rule of Professional Conduct 1-300(B)**  
23                                   **[Unauthorized Practice of Law in Another Jurisdiction]**

24           156. Respondent wilfully violated Rule of Professional Conduct 1-300(B), by  
25 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
26 profession in that jurisdiction, as follows:

27           157. On May 22, 2012, Roland Njeck hired Respondent for loan modification  
28 services.

158. Njeck paid a total of \$3,300 in advanced attorney fees to Respondent for loan modification services.

159. Njeck is a resident of Minnesota and the property for which he was seeking loan modification services is located in Minnesota.

160. Pursuant to the laws of the state of Minnesota, only attorneys licensed in Minnesota may practice law in that state.

161. Loan modification services constitute the practice of law in the state of Minnesota.

162. Respondent is not, and never has been, licensed to practice law in the state of Minnesota.

163. Respondent violated Minnesota law by providing legal analysis of Njeck's mortgage loan and providing loan modification services to Njeck.

164. By representing Njeck, who is a resident of Minnesota, and providing loan modification services for a Minnesota property, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

**COUNT TWENTY FOUR**

**Case No. 12-O-16537**  
**Rule of Professional Conduct 4-200(A)**  
**[Illegal Fee]**

165. Respondent wilfully violated Rule of Professional Conduct 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

166. The State Bar incorporates the allegations in Count Twenty Three as though fully set forth at length.

167. Respondent was not authorized to charge or collect legal fees for the loan modification work he performed for Njeck in Minnesota.

168. By charging and collecting an illegal fee from Njeck, Respondent entered into an agreement for, charged, or collected an illegal fee.

1                                    **NOTICE - INACTIVE ENROLLMENT!**

2            **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**  
3            **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**  
4            **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**  
5            **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**  
6            **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**  
7            **INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE**  
8            **ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE**  
9            **RECOMMENDED BY THE COURT.**

10                                  **NOTICE - COST ASSESSMENT!**

11            **IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC**  
12            **DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS**  
13            **INCURRED BY THE STATE BAR IN THE INVESTIGATION,**  
14            **HEARING AND REVIEW OF THIS MATTER PURSUANT TO**  
15            **BUSINESS AND PROFESSIONS CODE SECTION 6086.10.**

16                                  Respectfully submitted,

17                                  THE STATE BAR OF CALIFORNIA  
18                                  OFFICE OF THE CHIEF TRIAL COUNSEL

19            DATED: December 20, 2012

20            By: 

21            SEAN BECKLEY  
22            Deputy Trial Counsel

23                                  THE STATE BAR OF CALIFORNIA  
24                                  OFFICE OF THE CHIEF TRIAL COUNSEL

25            DATED: December 20, 2012

26            By: 

27            ERIN MCKEOWN JOYCE  
28            Deputy Trial Counsel

# DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): 12-O-14013, 12-O-14058, 12-O-14793, 12-O-15084, 12-O-15403, 12-O-15433  
12-O-15516, 12-O-15734, 12-O-15826, 12-O-15947, 12-O-16102, 12-O-16234  
12-O-16512, 12-O-16537

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

## NOTICE OF DISCIPLINARY CHARGES



**By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.



**By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ("UPS").



**By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.



**By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



**(for U.S. First-Class Mail)** in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)



**(for Certified Mail)** in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,

Article No.: 71969008911104427634 at Los Angeles, addressed to: (see below)



**(for Overnight Delivery)** together with a copy of this declaration, in an envelope, or package designated by UPS,

Tracking No.: addressed to: (see below)

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
CHANCE GORDON	121 W Lexington Dr Suite 214 Glendale, CA 91203	Electronic Address cgordon@thegordonlawfirm.com Bydand71@gmail.com	

☐ via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

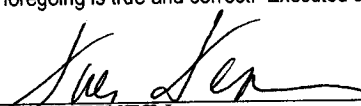
I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ("UPS"). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: December 20, 2012

SIGNED:

  
JULIE JENEWEIN  
Declarant